

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**FEBRUARY 20, 2014  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusdschools.org](http://www.ssusdschools.org)**

*We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.*

**A G E N D A**

**CALL TO ORDER AND PLEDGE TO THE FLAG**

**7:00 P.M.**

Amy Castillo-Covert  
Judy Dietrichson  
Bill Farris  
Tom Pearl, Vice President/Clerk  
Kurt Rockwell, President  
Michael Scott  
Student Member, Lara Luu

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

*Welcome to a meeting of the Board of Education. Because we believe you share our concern for the education of the youth of our community, we appreciate and welcome your participation. Copies of the agenda, along with a procedural handout, are available on the wall at the back of the room to assist with your participation in the meeting.*

**2. APPROVAL OF MINUTES of the regular meeting of January 16, 2014.**

**3. PROGRAMS AND PRESENTATIONS**

- James Monroe Middle School: Chromebooks in Use at James Monroe: 21<sup>st</sup> Century Here We Come!

**4. PUBLIC HEARING**

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update
- Superintendent's Symposium

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

5.5 Communications from the public

*The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.*

6. EDUCATIONAL ADMINISTRATION

6.1 Ratification of Contract with Kern County Superintendent of Schools for Internet Services for the 2013-14 School Year

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to Administrative Regulation 6159.1, Procedural Safeguards and Complaints for Special Education

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

8.3 Approval of Non-reelection of Certificated Personnel with Less than a Preliminary Credential as a Result of a Decision of the California Fifth District Court of Appeals

8.4 Adoption of Resolution #15 1314, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2014-15 School Year

8.5 Adoption of Resolution #16 1314, Week of the School Administrator

8.6 Approval of Resolution #17 1314, Teachers Teaching Out of Their Major/Minor Field of Area

8.7 Adoption of Resolution #20 1314, Reduction of Classified Service

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Authorization for Board Member Travel to the Annual School Trustees Spring Dinner Meeting on February 24, 2014
- 9.3 Authorization for Board Member Travel, NAFIS
- 9.4 California School Boards Association (CSBA) Delegate Assembly Election
- 9.5 Approval of Resolution #18 1314, Application for Eligibility to Participate in the State and Federal Surplus Program
- 9.6 Approval of School Safety Plans for 2013-14

10. CONSTRUCTION ADMINISTRATION

- 10.1 Notice of Completion – Sherman E. Burroughs High School Infrastructure Modernization Phase II (DSA Application Number 03-113502), awarded to Barnhart, Balfour-Beatty in the amount of \$5,058,947.00
- 10.2 Notice of Completion – Sherman E. Burroughs High School Electrical Wiring of 3 (24'x40') Relocatable Classrooms and 1 (48'x40') Relocatable Classroom Building; (DSA Application Number A 03-109988), awarded to R.E.D. Electric, Inc. in the amount of \$203,956.18
- 10.3 Request Permission to Contract for Services to Provide Electrical Service to New Cooling Equipment Being Provided by the Siemens Corporation at the Sherman E. Burroughs High School Parker Performing Arts Center

11. BUSINESS ADMINISTRATION

- 11.1 Approval of Contracts for Telecommunication Services, Internet Services, Data Services, and Web Hosting, Supported by E-Rate

12. CONSENT CALENDAR

- 12.1 “A” & “B” Warrants
- 12.2 Approval for Recommendation of Expulsion, Expulsion Case #05 1314

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be March 20, 2014.

*Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the Sierra Sands Unified School District can be inspected during normal business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at [www.ssusdschools.org](http://www.ssusdschools.org).*

*Note: Individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's Office at least two days before the meeting date.*

## SIERRA SANDS UNIFIED SCHOOL DISTRICT

### Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: January 16, 2014

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

MEMBERS ABSENT: None

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Lara Luu.

MOMENT OF SILENCE was observed.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with the following changes: Agenda Item 11.2 will be heard following Agenda Item 5.5 Communications from the Public and Concurrent Agenda Item 11.4 will be heard following Agenda Item 11.2. The Inyo-Kern Schools Financing Authority agenda will be heard following Item 11.3.

#### 2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular meeting of December 19, 2013 were adopted by consensus as written.

#### 3. PROGRAMS AND PRESENTATIONS

- Gateway Elementary School: Special Education Preschool – Preparation for Future School Success. Gateway Elementary School Principal, Lisa Decker reported medical professionals and educators agree that the ages of 3-5 are crucial periods in a child's education and development. Preschoolers are ready to learn and their curiosity level is high. Mrs. Decker listed the benefits of preschool attendance including a study by the National Institute of Early Education Research which found children who attend preschool develop stronger basic math skills and enter kindergarten with better pre-reading skills and a richer vocabulary. According to the California Department of Education, preschool special education is a state and federally mandated program for 3 and 4 year old children who meet state eligibility criteria for developmental delay or disability and are experiencing challenges in their learning and development. In the special education preschool classes at Gateway Elementary School, teachers and paraprofessionals continually observe students and a formal checklist entitled the Desired Results Developmental Profile is used to report student progress. The support of Gateway families and staff is what makes the Gateway Elementary School special education preschool program so successful.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

**Murray Middle School:** Sixth grade student, Maya Wicker won the honor of being Principal-for-the-Day for selling the most items during the recent cookie dough sales. Some of her duties included morning quad duty, making morning announcements over the intercom, going over her schedule with staff, and observing classrooms. The ASB put on the annual variety show which included a fun skit by the teachers. Murray basketball season is going well with participation in several tournaments. Eighth grade student, Saad Tahir will represent Murray Middle School at the District Spelling Bee. Murray is in first place in the middle school division of the District Chess Tournament. Murray dads enjoyed Donuts for Dads last week where they also viewed the school's annual Science Fair.

**James Monroe Middle School:** Second quarter and first semester grades have been mailed home. Eighth grade student, Haakon Lerwick will represent Monroe Middle School at the District Spelling Bee. Music students hosted delightful concerts before the holiday break. This month, concert band and choir will be touring several Sierra Sands elementary schools. Congratulations to the Monroe Middle School top reader for December, Ashley Dumas, with 17,776 pages read. Monroe Middle School Principal, Mrs. Finneran will be hosting Coffee with the Principal where parents will be using the Chromebooks and reviewing sample test questions from the Smarter Balanced Assessment.

**Mesquite High School:** We have had two more orientations welcoming 11 new students. To celebrate the end of the first semester, a student led Community meeting to which parents were invited was held. Awards were presented and a recent graduate addressed the school with his words of wisdom. After which a local technology store awarded him a laptop computer to assist with his college efforts. Ten percent of Mesquite High School students have enrolled in a variety of courses for the Cerro Coso Community College spring semester.

**Burroughs High School:** Teachers are currently preparing for the March WASC visit to Burroughs High School. A new event beginning at Burroughs is the ASB Basketball Half-Time game. This should provide a good time for everyone attending the game. The winter sports program is in full swing with some impressive wins being reported by all BHS teams. Sophomores will be taking the CAHSEE examination in February. Passing this test is a necessary requirement for graduation.

5.2 Reports from Members of the Board

Board Member Amy Castillo-Covert shared an e-mail she received from NAFIS staff member Bryan Jernnigan stating that appropriators unveiled a spending package that would finalize fiscal year 14 funding levels for discretionary programs government wide. Impact Aid would receive a \$65m increase over fiscal year 13 sequester funding bringing us nearly back to fiscal year 12 levels. This is very good news for federally impacted schools. The bill is expected to pass and Mr. Jernnigan will keep Mrs. Castillo-Covert updated on the progress.

5.3 Superintendent's Report

Mrs. Rummer reported the district is down by 65 students from this time last year but our attendance is still holding strong at 96.1%. She also reported receiving a call from Congressman Kevin McCarthy about the appropriations for NAFIS and the positive impact this will have on the district.

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Joan Adams, Vice President of the Desert Area Teachers Association, reported on the Governor's budget proposal where he committed to working with all parties to stabilize the teacher's retirement system. The Desert Area Teachers Association is pleased that the fiscal future of the district looks brighter.

5.5 Communications from the public

No comments were made.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Local Education Agency Plan (LEAP)

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Motion passed to approve the Local Education Agency Plan (LEAP). SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6.2 Approval of Sierra Sands Unified School District 2012-13 School Accountability Report Cards (SARCs)

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Motion passed to approve the Sierra Sands Unified School District 2012-13 School Accountability Report Cards (SARCs). CASTILLO-COVERT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

Motion passed to adopt the personnel actions as presented. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

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Motion passed to approve the waiver request enabling the district to assign individuals in

8. PERSONNEL ADMINISTRATION (continued)

certificated positions without appropriate credentials. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.4 Adoption of Resolution #14 1314, Reduction of Classified Service

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Motion passed to adopt Resolution #14 1314, Reduction of Classified Service.  
SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

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Motion passed to accept the following gifts: Dorolyn Groshens donated a trombone with an estimated value of \$650.00 and a trombone with an estimated value of \$100.00 to the Murray Middle School band program. Amanda Brannon donated a Bach Trumpet with an estimated value of \$700.00 to the Murray Middle School band program. Tom Llewellyn made a cash donation of \$200.00 to the Burroughs High School ROP construction program. William Carroll made an equipment donation with an estimated value of \$1,461.00 to the Burroughs High School music program. Erin Brandt donated a Les Paul electric guitar with an estimated value of \$200.00 to the Burroughs High School music program. PEARL/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act

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This item was presented for informational purposes only and required no action.

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Adoption of Resolution #13 1314, Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation (Impounds – Fund77)

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Motion was passed to adopt Resolution #13 1314, Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation. DIETRICHSON/SCOTT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott



11. BUSINESS ADMINISTRATION (continued)

11.2 Acceptance of 2012-13 Audit Reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority

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Motion was passed to accept the 2012-13 audit reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority. DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

11.3 Report on the Governor's Budget

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This item was presented for informational purposes only and required no action.

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 7:53 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 7:55 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

Motion passed to adopt the consent calendar as presented.  
DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

13. ORGANIZATION OF THE BOARD

13.1 Appointment of Board Representative to Meetings of the National Association of Federally Impacted Schools (NAFIS)

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Motion did not pass to approve the elimination of the board appointed NAFIS representative position and return to the practice of selecting members of the board to represent the district as needed. Mrs. Castillo-Covert was elected as the board appointed NAFIS representative by roll call vote.

For Mrs. Castillo-Covert: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

14. FUTURE AGENDA

15. ADJOURNMENT was at 8:15 p.m.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: January 31, 2014  
TIME OF MEETING: 11:00 a.m.  
PLACE OF MEETING: District Office Conference Room A  
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Scott  
MEMBERS ABSENT: Rockwell  
STAFF PRESENT: Joanna Rummer, Superintendent (appearing telephonically)

PLEDGE OF ALLEGIANCE was recited in unison, led by Mr. Farris.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. GENERAL ADMINISTRATION

2.1 Consider Approval of Agreement with Ridgecrest Charter School as Alternative to Specific Compliance with Education Code Section 47614 and CCR, title 5, sections 11969.1 et seq. (Proposition 39) in Accordance with California Code of Regulations, title 5, section 11969.1, subd. (b)

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Motion was made to approve the agreement with Ridgecrest Charter School as stated above. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Scott

3. ADJOURNMENT was at 11:05 a.m.

THE BOARD OF EDUCATION

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Tom Pearl, Vice President/Clerk

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Joanna Rummer, Secretary to Board

Recorder: Diane Naslund

<u>Elementary K - 5</u>	2013-14	2012-13
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<u>Regular -</u>		
K	399	398
1 - 3	1103	1163
4 - 5	713	690
Special Education -		
SDC	122	122
RSP	83	105
<u>Middle 6-8</u>		
Regular	1005	1022
Special Education -		
SDC	55	61
RSP	75	78
<u>High School 9 - 12</u>		
Regular	1293	1306
Continuation	102	12
ROP	266	264
Special Education -		
SDC	71	66
RSP	76	86
<u>Adult</u>	419	412

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Ratification of Contract with Kern County Superintendent of Schools for Internet Services for the 2013-14 School Year

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BACKGROUND INFORMATION: On February 21, 2013, the board awarded the internet services contract for the 2013-2014 school year to the California Broadband Cooperative (CBC). This contract was set to take effect July 1, 2013; however, the CBC was unable to provide internet services until January, 2014. As a result, the Kern County Superintendent of Schools (KCSOS) has continued to provide essential internet services to Sierra Sands since July 1, 2013.

CURRENT CONSIDERATIONS: Internet services are an essential component to how the district conducts day to day operations, and are necessary for communications, business administration and instruction. Although the CBC service will provide a much more reliable and affordable service to the district, the failure to provide these services until January, 2014 has resulted in the district extending the internet services contract with KCSOS through the end of the 2013-2014 school year in order to continue providing necessary services to our staff and students.

FINANCIAL IMPLICATIONS: The contract with KCSOS for internet services from July 1, 2013 to June 30, 2014 is in the amount of \$12,894.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with Kern County Superintendent of Schools for Internet Services as presented.

**OFFICE OF CHRISTINE LIZARDI FRAZIER**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS**  
*Advocates for Children*

**INTERNET ACCESS PROGRAM AGREEMENT**

This Internet Access Program Agreement (Agreement) is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education Agency (SUPERINTENDENT), and the Sierra Sands Unified School District (DISTRICT).

**RECITALS**

SUPERINTENDENT offers various business and technology services to school districts. DISTRICT wishes to obtain the services described in this Agreement on the terms indicated.

**TERMS**

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. (Check applicable box(es) to indicate services desired.)

☒ A. Internet Connection. DISTRICT requests and SUPERINTENDENT agrees to install an Internet connection and provide DISTRICT with high-speed direct unfiltered Internet connectivity, along with free monitoring of DISTRICT Internet circuit(s) and assistance with reporting and resolution of circuit trouble. DISTRICT requested and will be furnished the following type of connectivity: **40MB Wireless Ethernet - Circuit/ISP**. DISTRICT will be charged a one-time installation fee of \$ \_\_\_\_\_ per T-1 connection or \$ \_\_\_\_\_ per DS3/ATM connection if not currently connected to SUPERINTENDENT for ISP services. Wireless connection is available on an engineered basis; the installation fee varies depending on installation complexity.

☐ B. Additional Provisions. Additional terms on Attachment A are part of this Agreement and fully incorporated by reference.

2. Cost. SUPERINTENDENT shall furnish the services called for under this Agreement in exchange for payment in the amounts described below for the services checked in Section 1. Upon execution of this Agreement, SUPERINTENDENT is authorized to transfer the amounts owing under this Agreement from the following DISTRICT Account Code \_\_\_\_\_ . SUPERINTENDENT may transfer amounts owing for the annual fees at the beginning of each fiscal year this Agreement remains in effect. The parties may vary the amount of services and/or prices charged by mutual written agreement. In addition, SUPERINTENDENT may raise prices for a subsequent year by providing written notice to DISTRICT at least 45 days prior to the end of the term in progress. If DISTRICT does not agree to the increase, it may terminate the Agreement on written notice as permitted in Section 4.

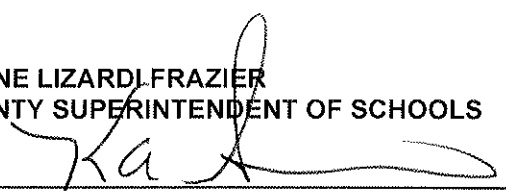
A.	Annual fee:	\$ 12,894.00
B.	One-time installation fee, if applicable:	\$

3. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

**DISTRICT**

By: \_\_\_\_\_  
 District Name: Sierra Sands U.S.D  
 Authorized Signatory Name:  
 Address: 113 Felspar Ave., Ridgecrest, CA  
 Date:

**CHRISTINE LIZARDI FRAZIER**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By:   
 Name: Kim Sloan Financial  
 Title: Financial Operations Officer  
 Address: 1300 17<sup>th</sup> Street, Bakersfield, CA 93301  
 Account Code: 01-305-0000-00-8689.00-0000-0000-00-0000-000  
 Date: 12/23/13

## ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Term. The initial term of this Agreement shall begin effective **07-01-2013** and conclude on **06-30-2014** unless terminated sooner as permitted under this Agreement. The Agreement shall roll over and continue in effect for subsequent terms of one year each, up to a maximum of five years total, unless either party provides written notice of termination within 30 days prior to the end of the term in progress.

5. Status of Parties. The parties agree that in performing the services specified in this Agreement, SUPERINTENDENT shall act as an independent contractor and shall have control of all work and the manner in which it is performed. SUPERINTENDENT shall be free to contract for similar services to be performed while under contract with DISTRICT. SUPERINTENDENT is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees.

Any employees or assistants retained by SUPERINTENDENT shall be the responsibility of SUPERINTENDENT and not of DISTRICT. SUPERINTENDENT shall determine the means and methods for carrying out the work to achieve the result required by DISTRICT. SUPERINTENDENT shall determine the hours during which the services shall be performed and the sequence of tasks.

6. Acceptable Use. DISTRICT shall require its Internet and e-mail account users to sign and observe the terms of an acceptable use policy prohibiting users from placing or transmitting any message, information, software, or other materials on DISTRICT's e-mail system or website which contain any of the following:

A. Material which is or is likely to be unlawful, threatening, abusive, unethical, libelous, defamatory, pornographic, obscene, or sexually explicit, or which contains illegal solicitations or tends to injure, intimidate, interfere with, oppress, or threaten any person in the free exercise or enjoyment of any right or privilege granted under federal or state law because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation;

B. Information constituting or encouraging conduct which would be considered a criminal offense, give rise to civil liability, or otherwise violate local, state, national, or international law, including but not limited to the U.S. export control laws and regulations;

C. A virus, cancelbot, Trojan horse, worm, or other harmful component;

D. Any Universal Resource Locator (URL) address or link to such an address which displays or transmits information described in this paragraph;

E. Information protected by copyright or other proprietary rights without obtaining permission of the copyright owner or right holder or displaying the appropriate notices.

7. Disabling Internet Access. SUPERINTENDENT has the right, but not the obligation, to disable access to anyone accessing the Internet via DISTRICT's Internet connection supplied under this Agreement and/or to suspend DISTRICT's Internet connection or storage of a website when, in SUPERINTENDENT's sole opinion, such action is necessary to (i) conform to any applicable laws, rules, or regulations or comply with legal process; (ii) protect and defend the rights or property of SUPERINTENDENT; (iii) protect the personal safety of any person; or (iv) respond to a complaint that material has been posted or transmitted via DISTRICT's Internet connection in violation of copyright laws. However, DISTRICT remains solely responsible for the use of its Internet connection and the content of any websites maintained for DISTRICT sites and DISTRICT agrees that SUPERINTENDENT is not liable for any action it takes or fails to take concerning material posted or transmitted via DISTRICT's Internet connection.

8. Limitation of Liability.

A. Services rendered pursuant to this Agreement are provided on an "as is" and "as available" basis. Except as expressly provided in this Agreement, SUPERINTENDENT makes no warranties, express or implied (including without limitation, warranties of merchantability or fitness for a particular purpose), with respect to the services, equipment, and/or materials described in this Agreement or available on the Internet/World Wide Web generally. SUPERINTENDENT does not warrant that the services provided under this Agreement will be uninterrupted or error free, or that any information, software, or other material accessible on DISTRICT's Internet connection, or through websites maintained for DISTRICT, are free of viruses, worms, Trojan horses, cancelbots, or other harmful components.

DISTRICT acknowledges that SUPERINTENDENT has no authority over the information available through the Internet/World Wide Web and that such information may not be accurate. DISTRICT further acknowledges that the Internet/World Wide Web contains unedited materials, some of which are sexually explicit or may be offensive to some persons. DISTRICT and the employees, students, and agents of DISTRICT access and/or use such materials at their own risk.

B. DISTRICT acknowledges that unscheduled shutdowns may occur without prior warning. SUPERINTENDENT shall not be responsible for delays or interruptions of service necessary for maintenance or caused by events beyond its control.

C. SUPERINTENDENT neither endorses nor is

responsible for the accuracy or reliability of any opinion, advice, or statement posted or transmitted via DISTRICT's Internet connection or on DISTRICT's websites, nor for any offensive, defamatory, or obscene posting or transmission by anyone. Under no circumstances will SUPERINTENDENT be liable for any loss or damage caused by the reliance by any person on information obtained through the content and/or any postings or transmissions made via DISTRICT's Internet connection or its websites.

**D. DISTRICT AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW SUPERINTENDENT SHALL NOT BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR ANY LOST DISTRICT DATA, LOST PROFITS, OR OTHER ECONOMIC LOSS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER IN CONTRACT OR IN TORT, OR FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, RESULTING IN ANY WAY FROM DISTRICT'S USE OF OR INABILITY TO USE THE SERVICES PROVIDED UNDER THIS AGREEMENT OR FROM ACCESS TO THE INTERNET OR FROM INFORMATION OR SERVICES PROVIDED THROUGH THE INTERNET OR RESULTING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE. DISTRICT HEREBY HOLDS SUPERINTENDENT HARMLESS FROM ANY SUCH CLAIM. IF DISTRICT IS DISSATISFIED WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, ITS SOLE AND EXCLUSIVE REMEDY IS TO FORWARD A NOTICE OF TERMINATION TO SUPERINTENDENT AT THE NEXT AVAILABLE OPPORTUNITY PURSUANT TO SECTION 11 OF THIS AGREEMENT.**

9. Indemnification. On behalf of itself and its assignees, distributees, and successors, DISTRICT agrees to be solely responsible for and to hold harmless, indemnify, and defend SUPERINTENDENT against all claims, penalties, damages, expenses (including reasonable attorney fees), demands, or lawsuits that may be asserted against DISTRICT, its officers, agents, or employees arising out of the breach of provisions of this Agreement by DISTRICT, its officers, employees, students, invitees, and agents and/or arising out of any of the following:

A. Use of the Internet/World Wide Web by DISTRICT or anyone accessing the Internet via DISTRICT's Internet connection;

B. The placement or transmission by DISTRICT (or DISTRICT's employees or students or anyone on DISTRICT's behalf or accessing the Internet through DISTRICT's connection) of any message, information, software, or other materials on DISTRICT's e-mail

system or on the Internet/World Wide Web or on websites authorized by DISTRICT, including but not limited to messages, information, software, or other materials which contain:

(1) Material which is or is likely to be unlawful, threatening, abusive, unethical, libelous, defamatory, pornographic, obscene, or sexually explicit, or which contains illegal solicitations or tends to injure, intimidate, interfere with, oppress, or threaten any person in the free exercise or enjoyment of any right or privilege granted under federal or state law because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation;

(2) Information constituting or encouraging conduct which would be considered a criminal offense, give rise to civil liability, or otherwise violate local, state, national, or international law, including but not limited to the U.S. export control laws and regulations;

(3) A virus, cancelbot, Trojan horse, worm, or other harmful component; or

(4) Any Universal Resource Locator (URL) address or link to such an address which displays or transmits information described in this paragraph.

(5) The submission or transmission of information which is protected by copyright or other proprietary rights without obtaining permission of the copyright owner or right holder; or

(6) The failure to display any required copyright, trademark, or other proprietary notices or acknowledgments.

10. Insurance Requirements. Each party represents that it maintains, and will continue in effect during the life of this Agreement, the following policies of insurance issued by an insurance company rated not less than A-;VII in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability for any auto with combined single limits not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

The parties acknowledge that SUPERINTENDENT and DISTRICT are permissibly self-insured under California law.

11. Termination. One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach includes, but is not limited to, failure by a party to comply with any insurance or indemnification provision in this Agreement, failure to make payment when due, as well as the unlawful harassment of any person on a party's premises or otherwise in connection with this Agreement by the other party, its employees, officers, contractors, or agents.

12. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void. DISTRICT shall not sublicense any rights for use of software and systems granted under this Agreement to any other party.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their

respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses indicated in the signature block or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

H. Authority to Enter Into Agreement. Each party represents and warrants that it has the full power and authority to enter into this Agreement, and to carry out the transactions contemplated by the Agreement, and that it has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

I. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Each party represents that it is aware of no financial or economic interest in the Agreement on the part of any officer or employee of SUPERINTENDENT.

J. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.



## **ATTACHMENT A**

The following additional terms apply to this Agreement:

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Approval of Revisions to Administrative Regulation 6159.1, Procedural Safeguards and Complaints for Special Education

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BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, and changes in district practice.

CURRENT CONSIDERATIONS: Administrative Regulation (AR) 6159.1, Procedural Safeguards and Complaints for Special Education, was last reviewed on January 17, 2008. This administrative regulation has been updated to meet federal regulations that require the district to send the “prior written notice” upon receipt of a parent/guardian’s revocation of consent for the continued provision of special education services. This regulation also reflects a new law, AB 2555 which requires the “procedural safeguards notice” to include information regarding the state special schools for students who are deaf or blind. This updated regulation reflects current SELPA practice.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT’S RECOMMENDATION: The revisions to Administrative Regulation 6159.1 are presented for informational purposes only and require no board action.

## **Instruction**

### **Procedural Safeguards and Complaints for Special Education**

#### **Prior Written Notice**

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice within a reasonable time before: (20 USC 1415(c); 34 CFR 300.503; Education Code 56500.4, 56500.5)

1. The district initially refers the student for assessment
2. The district proposes to initiate or change the identification, assessment, educational placement, or the provision of a free, appropriate public education (FAPE) to the student
3. The district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. The student graduates from high school with a regular diploma (Education Code 56502)

***5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to his/her child***

#### **Due Process Hearing Rights**

##### **Notifications**

This notice shall include: (20 USC 1415(c); 34 CFR 300.503)

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected
4. A description of each assessment procedure, test, record, or report the district used as a basis for the proposed or refused action
5. A description of any other factors relevant to the district's proposal or refusal

## **Instruction**

### **Procedural Safeguards and Complaints for Special Education**

6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained

7. Sources for parents/guardians to obtain assistance in understanding these provisions

(cf. 5145.6 - Parental Notifications)

#### **Procedural Safeguards Notice**

A procedural safeguards notice shall be made available to parents/guardians of students with a disability once a school year and: (20 USC 1415(d) (1); 34 CFR 300.504; Education Code 56301)

1. Upon initial referral or parent/guardian request for assessment

2. Upon receipt of the first state compliance complaint and upon receipt of the first due process complaint in a school year

(cf. 1312.3 - Uniform Complaint Procedures)

3. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when a decision is made to remove a student because of a violation of a code of conduct which constitutes a change of placement

(cf. 5144.1 - Suspension and Expulsion/Due Process (Students with Disabilities))

4. Upon request by a parent/guardian

5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education services to his/her child.

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (20 USC 1415(d)(2); 34 CFR 300.504)

1. Independent educational evaluation

**Instruction**

**Procedural Safeguards and Complaints for Special Education**

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

2. Prior written notice
3. Parental consent
4. Access to educational records
5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures
6. The availability of mediation
7. The student's placement during the pendency of any due process complaint
8. Procedures for students who are subject to placement in an interim alternative educational setting

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense
10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations
11. State-level appeals
12. Civil actions, including the time period in which to file those actions
13. Attorney's fees

This notice shall also include the rights and procedures contained in Education Code 56500-56509 including information on the procedures for requesting an informal

## **Instruction**

### **Procedural Safeguards and Complaints for Special Education**

meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; *and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind*

A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (Education Code 56321, 56321.5)

### **Format of Parent/Guardian Notices**

The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights prescribed by Education Code 56341. (34 CFR 300.503; Education Code 56341, 56506)

If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that: (34 CFR 300.503)

1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.
2. The parent/guardian understands the contents of the notice.
3. There is written evidence that items #1 and #2 have been satisfied.

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

### **Due Process Complaints**

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (20 USC 1415(b); Education Code 56501)

## **Instruction**

### **Procedural Safeguards and Complaints for Special Education**

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
3. The parent/guardian refuses to consent to an assessment of his/her child.
4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148 (formerly 300.403).

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (20 USC 1415(b); 34 CFR 300.508; Education Code 56502)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

### **Response to Due Process Complaints**

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: (20 USC 1415(c)(1); 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint

## **Instruction**

### **Procedural Safeguards and Complaints for Special Education**

2. A description of other options that the IEP team considered and the reasons that those options were rejected

(cf. 6159 - Individualized Education Program)

3. A description of each evaluation procedure, assessment, record, or report the district used as the basis for the proposed or refused action

4. A description of the factors that are relevant to the district's proposal or refusal

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC 1415(c) (1); 34 CFR 300.508)

Parties filing a due process complaint shall file their request with the Superintendent of Public Instruction or designated contracted agency. (Education Code 56502)

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

#### **Informal Process/Pre-Hearing Mediation Conference**

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, or education and placement of a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)



**Instruction**

**Procedural Safeguards and Complaints for Special Education**

Regulation

SIERRA SANDS UNIFIED SCHOOL DISTRICT

approved: ~~January 17, 2008~~ **February 20, 2014**

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

Eleanor Higa\*\*\*  
Itinerant DIS Speech – Pupil Personnel Services  
Effective 6-1-14

Rick Lovett\*\*\*  
ROP Criminal Justice – Burroughs  
Effective 5-30-14

Release of four (4) temporary contracted employees  
Filled Midyear vacancies  
Effective 5-30-14

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Ann Peterson  
Science – Burroughs  
Effective 2-18-14

Substitute Teachers for 13-14 year

Jenna Marvin  
Kara Perry  
Saundra Pettyjohn  
Erin Rosenstock  
Kevin Sarad  
Helen Tomlin  
Melody Tsai

Coaches for 13-14 year:

Samuel Surratt  
Track - Burroughs

Volunteer Coaches  
Jason Stowell

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS

Acceptance of the February 13, 2014 Request for Reassignment to  
Teaching Position for the 2014-15 School Year by Employee #4088

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

Linda Burns\*\*\*

8 hr. Administrative Secretary II – Curriculum and Instruction

Effective 2-21-14

Cheryle Glover

3 hr. Food Service Assist I – Burroughs

Effective 1-24-14

Susan Haynes

4 hr. Clerk II – James Monroe

Effective 2-14-14

Sheila Vierra

3 hr. Paraprofessional/Workability Job Developer – Burroughs

Effective 4-11-14

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Student Food Service Workers for the 2013-2014 School Year

Aeryk Constable

John Rabang

Student Workability Workers for the 2013-2014 School Year

Tyler Macleay

Devin Pearson

Jerry Villa Rodriguez

Classified Substitutes for the 2013-2014 School Year

Cathie Baird

James Hernandez

David McPeters

Annie Nay

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.22 EMPLOYMENT (Continued)

8.24 CHANGE OF STATUS

Eva Balfour

From: 2 hr. Transportation Monitor – Transportation

To: 1 ¾ hr. Transportation Monitor – Transportation

Effective 2-01-14

Lori Cracraft

From: 6 hr. Library Specialist – Burroughs

To: 8 hr. Library Specialist – Burroughs

Effective 2-01-14

Sarah Phillips

Added: 2 hr. Transportation Monitor – Transportation

Effective 2-03-14

## 8. PERSONNEL ADMINISTRATION

### 8.3 Approval of Non-reelection of Certificated Personnel with Less than a Preliminary Credential as a Result of a Decision of the California Fifth District Court of Appeals

**BACKGROUND INFORMATION:** In 2006 the Fifth Appellate Court decision regarding the Bakersfield Elementary Teachers Association v. Bakersfield City School District changed the manner in which teachers with less than preliminary teaching credentials are reemployed for the following year. In the above referenced case, the school district categorized certificated employees holding anything less than a preliminary credential (e.g., intern credential, short-term staff permit, emergency permit, credential waiver) as temporary employees. The California Fifth District Court of Appeal has held that the district's policy of classifying teachers and counselors as temporary employees on the basis of holding something less than a preliminary or professional (clear) credential was not valid. The court noted in its decision that probationary employees, even those with less than a regular credential, were entitled to accrue seniority. Therefore, without a break in service to restart the seniority clock, these newly classified probationary employees could end up having more seniority than someone who is fully credentialed, a situation that would not be acceptable, specifically in times of layoff. As they could not be temporary employees on the basis of their credential, then they had to be probationary employees. As a probationary employee, the proper method to release them is the non-reelection process.

In 2006-07, as a result of this decision, the Sierra Sands Unified School District modified procedures in compliance with the Fifth Appellate Court and non-reelected all certificated employees working on the basis of less than a preliminary credential.

**CURRENT CONSIDERATIONS:** In compliance with this court decision and to preserve the integrity of the layoff seniority list, counsel has advised the district to seek board authorization to non-reelect seventeen certificated employees who are employed by the district for 2013-14 on the basis of less than preliminary credentials issued by the California Commission on Teacher Credentialing. The district will not be able to offer reemployment to any of the impacted employees until after July 1, 2014. Please note that the district has communicated with the Desert Area Teachers Association (DATA) as well as with all the affected employees during this process prior to the Board of Education meeting. Following board approval, the affected employees will all receive a non-reelection letter from the district prior to March 15, 2014 as required by California Education Code. This allows the district to release these employees without cause, effective at the end of the 2013-14 school year and eliminates the issue of accruing seniority without being fully credentialed. It also allows the district to recruit, as it has previously done, for fully credentialed teachers for these positions before rehiring those not fully credentialed. If the district is unable to employ fully credentialed teachers in any of these positions, it may reemploy any or all of these impacted employees for the 2014-15 school year.



FINANCIAL IMPLICATIONS: Unknown. There is potential for additional unemployment insurance costs to the district as a result of this action.

SUPERINTENDENT'S RECOMMENDATION: Approve the non-reelection of seventeen certificated employees employed by the district for the 2013-14 school year on less than a preliminary credential, as presented.

8. PERSONNEL ADMINISTRATION

- 8.4 Adoption of Resolution #15 1314, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2014-15 School Year
- 

BACKGROUND INFORMATION: California Education Code Section 44951 sets forth the process by which a certificated administrator can be reassigned to a different administrative position.

CURRENT CONSIDERATIONS: Resolution #15 1314, Reassignment of Certificated Administrators to Other Administrative Positions, gives the superintendent some flexibility, when and if it is necessary, to assign administrators to other administrative positions for the 2014-15 school year. The process set forth in Education Code 44951 would be followed if the superintendent determines that certificated administrative reassignments are necessary.

FINANCIAL IMPLICATIONS: The financial impact will be dependent upon where reassignments are made. If reassignments are made, the financial impact is expected to be minimal.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #15 1314, Reassignment of Certificated Administrators to Other Administrative Positions for the 2014-15 school year, as presented.

BEFORE THE BOARD OF EDUCATION  
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

County of Kern, State of California

RESOLUTION #15 1314

***RE: REASSIGNMENT OF CERTIFICATED ADMINISTRATORS TO  
OTHER ADMINISTRATIVE POSITIONS***

**BE IT RESOLVED** by the Governing Board of the Sierra Sands Unified School District, that the below listed certificated administrators may be reassigned from their current administrative positions to other administrative positions to be determined by the District Superintendent.

<u>NAME</u>	<u>PRESENT POSITION</u>
Michelle Acosta	Coordinator Pupil Services, Pupil Support Services
Michelle Acosta	Principal, Las Flores Elementary School
Bryan Auld	Assistant Principal, Burroughs High School
Pamela Barnes	Principal, Pierce Elementary School
Ernest Bell	Assistant Superintendent, Human Resources
Melissa Christman	Principal, Faller Elementary School
Lisa Decker	Principal, Gateway Elementary School
Clara Finneran	Principal, James Monroe Middle School
Maureen Glennon	Principal, Richmond Elementary School
Chad Houck	Principal, Alternative Education
Bonnie Kaufman	Principal, Inyokern Elementary School
Bonnie Kaufman	Principal, Rand Elementary School
Shirley Kennedy	Assistant Superintendent, Curriculum & Instruction
Shirley Kennedy	Coordinator, Special Projects & Technology
Elaine Littleton	Executive Director, SELPA
Susan Marvin	Assistant Principal, Murray Middle School
JoAnn McClelland	Assistant Principal, Burroughs High School
David Ostash	Principal, Burroughs High School
Kirsti Smith	Principal, Murray Middle School

**BE IT FURTHER RESOLVED** that the Superintendent of Sierra Sands Unified School District shall forthwith give said employees the required legal notice.

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly passed and adopted at the February 20, 2014 regular meeting of the Governing Board of the Sierra Sands Unified School District.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kurt Rockwell, Board President

\_\_\_\_\_  
Tom Pearl, Board Vice President/Clerk

## 8. PERSONNEL ADMINISTRATION

### 8.5 Adoption of Resolution #16 1314 Week of the School Administrator

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**BACKGROUND INFORMATION:** Education Code 44015.1 designates the first full week of March as the Week of the School Administrator in California. California has approximately 15,000 certificated and classified administrators who provide leadership and support to the educational programs of California's public schools.

**CURRENT CONSIDERATIONS:** Resolution #16 1314 declares the week of March 2 through March 8, 2014 as the Week of the School Administrator in the Sierra Sands Unified School District. The resolution also declares that in Sierra Sands Unified School District, certificated and classified administrators provide support to our schools, programs, and students in many ways. They develop and implement curriculum by selecting textbooks and instructional materials. Site administrative teams ensure that effective and innovative classroom instruction is promoted on a daily basis. Certificated and classified administrators manage departmental and site budgets, and maintain school and district facilities. District administrators provide student transportation and nutrition programs to our students and their families, as well as guidance and staff development that improve teacher effectiveness in the classroom.

The board's adoption of Resolution #16 1314, declaring March 2 through March 8, 2014, as Week of the School Administrator will allow the district to formally recognize the outstanding dedication and professionalism of its administrative staff, both certificated and classified. A copy of Resolution #16 1314 will be displayed at all district schools and sites.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt Resolution #16 1314 as presented and approve March 2 through March 8, 2014, as the Week of the School Administrator in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
County of Kern, State of California

IN THE MATTER REGARDING \_\_\_\_\_ )  
WEEK OF THE SCHOOL ADMINISTRATOR) )

RESOLUTION #16 1314

WHEREAS, leadership matters for California's public education system and the more than six million students it serves; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts; Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, public schools operate with lean management systems; and Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared March 2-8, 2014 as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, the future of California's public education system depends upon the quality of its leadership;

NOW THEREFORE, BE IT RESOLVED by the governing board of the Sierra Sands Unified School District that all school leaders in the Sierra Sands Unified School District be commended for the contributions they make to successful student achievement.

\* \* \* \* \*

I, TOM PEARL, Vice President/Clerk of the Governing Board, certify that the above resolution, proposed by \_\_\_\_\_ and seconded by \_\_\_\_\_, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on February 20, 2014.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_

GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: Vice President/Clerk of the Board

8. PERSONNEL ADMINISTRATION

8.6 Approval of Resolution #17 1314, Teachers Teaching Out of Their Major/Minor Field or Area

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BACKGROUND INFORMATION: Education Code Sections 44263, 44256, and 44258.2 require the board to adopt resolutions in order for the district to assign teachers in areas or subjects other than their credentialed field or area.

CURRENT CONSIDERATIONS: A total of one teacher within the district has been assigned to teach in areas other than their credentialed field or area. They have, however, completed the required coursework to enable them to teach the designated subjects or grade levels in accordance with the education code. Resolution #17 1314 is necessary to assign this teacher in areas or subjects other than their credentialed field or area. It is important to note that this is a credentialed teacher. The resolution simply serves as a vehicle to allow the district greater flexibility in teacher assignments while still being in compliance with the credentialing laws.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #17 1314, as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 Felspar  
Ridgecrest, CA 93555

RESOLUTION #17 1314

On motion of Trustee \_\_\_\_\_, seconded by Trustee  
\_\_\_\_\_, Resolution #17 1314 was adopted as  
follows:

BE IT RESOLVED BY THE GOVERNING BOARD OF THE SIERRA SANDS UNIFIED  
SCHOOL DISTRICT AND HEREBY ORDERED THAT:

In accordance with Education Section #44263, the following listed teacher(s)  
who holds a valid teaching credential in the State of California may be assigned,  
with his/her consent, to teach in subjects other than major or minor fields or  
subjects named on his/her credential in which he/she has completed eighteen (18)  
or more semester hours of coursework or nine (9) semester hours of upper  
division coursework, or in a self-contained class if he/she holds at least sixty (60)  
hours equally distributed among the four areas of a diversified major, except in  
classes for special education students.

TEACHER:  
Ann Peterson

SUBJECT:  
Science

PASSED AND ADOPTED THIS 20th day of February 2014, by the Governing Board of  
Sierra Sands Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Joanna Rummer, Secretary to the Governing Board of Sierra Sands Unified School  
District of Kern County, California, do hereby certify that the foregoing is a full, true and correct  
copy of a resolution adopted by said Board at its regular meeting on February 20, 2014.

\_\_\_\_\_  
Signature

Secretary of the Governing Board  
Title

## 8. PERSONNEL ADMINISTRATION

### 8.7 Adoption of Resolution #19 1314, Reduction of Classified Service

---

**BACKGROUND INFORMATION:** Three years ago Mesquite High School began a pilot independent study option for students. The 5 hour Instructional Aide-Assessment Remediation position was increased to 8 hours to help oversee this program for 3 hours a day. Currently the program is being used by fewer than 10 students (which fluctuates as students come and go). The additional 3 hours to this position was considered part of this pilot program and not intended to be a long term situation. We are reducing this position as a result of a lack of work.

**CURRENT CONSIDERATIONS:** California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to layoff classified employees due to a lack of work upon sixty (60) days prior notice. Resolution #19 1314 calling for reduction of classified services for the 2013-14 school year is presented for adoption due to lack of work. The reduction will become effective April 21, 2014.

**FINANCIAL IMPLICATIONS:** The district estimates that it may be able to save as much as \$26,562.26 with the reduction of the position identified in Resolution #19 1314.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board of Education adopt Resolution #19 1314 reducing classified service effective, as presented.



BEFORE THE BOARD OF EDUCATION  
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #19 1314  
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work and funding, certain classified services now being provided by the district must be reduced or eliminated effective April 21, 2014;

NOW, THEREFORE, BE IT RESOLVED that as of the 20<sup>th</sup> day of February, 2014, the following positions be reduced or eliminated:

Instructional Aide-Assessment Remediation One 8 hour, reduced to 5 hours (Mesquite)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 20th of February, 2014 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Joanna Rummer,  
Secretary to the Board of Education

## 9. GENERAL ADMINISTRATION

### 9.1 Gifts to the District

---

CURRENT CONSIDERATIONS: The following donations have been received: Mr. James Rogers donated a Yamaha snare drum, stand, and case with an estimated value of \$250 to the Burroughs High School Music Program. The Burroughs High School Music Boosters made a cash donation of \$21,000 to be used toward the purchase of new BHS band uniforms. The following cash donations were received for the Murray Middle School Basketball Program: Ms. Melba Lopez, \$500; Ms. Ann Ashton, \$135; Ms. Margaret Hickman, \$250; Ms. Rebecca Anderson, \$105; Ms. Agnes Shull, \$700; Mr. Nathaniel Marler, \$315; Ms. Connie Williams, \$120; Ms. Misty Ellingson, \$150; Ms. Deborah Dilley, \$144.50; Ms. Stephanie Amoni, \$160; Mr. Matthew Jackson, \$260.25, and Ms. Shirley Norris, \$95.

FINANCIAL IMPLICATIONS: Donations provide support to the district and have a positive financial impact.

SUPERINTENDENT'S RECOMMENDATION: Accept the gifts as described and send appropriate letter of appreciation.

## 9. GENERAL ADMINISTRATION

9.2 Authorization for Board Member Travel to the Annual Winter School Trustees Dinner Meeting on February 24, 2014

---

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2013-14 travel budget for the board was approved for \$18,700.

CURRENT CONSIDERATIONS: The Annual Winter School Trustees Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on February 24, 2014 in Bakersfield. The following is the estimated costs associated with this meeting.

Dinner cost = \$38.00 (4 people)	\$ 152.00
Rental vehicle to seat 5	\$ 85.00
Fuel for Rental Vehicle	\$ 75.00
Total Expense	\$ 312.00

FINANCIAL IMPLICATIONS: The travel budget for the board for 2013-14 is \$18,700. To date, \$7,773 has been approved.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

## 9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel, NAFIS Conference March 15-19, 2014

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2013-14 travel budget for the board was approved for 18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Castillo-Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Washington, D.C. on March 15 – March 19, 2014 to attend the NAFIS Conference. Cost of travel is estimated as follows:

Conference registration	\$ 500.00
Air Fare	\$ 700.00
Hotel (4 nights @ \$318.89 inc. tax)	\$ 1275.54
Meals (4 days @ \$50 per day)	\$ 200.00
Miscellaneous	\$ 50.00

Estimated total cost of travel	\$ 2725.54
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FINANCIAL IMPLICATIONS: The travel budget for the board for 2013-14 is \$18,700.00. To date, \$7,773 has been approved.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

## 9. GENERAL ADMINISTRATION

### 9.4 California School Boards Association (CSBA) Delegate Assembly Election

---

**BACKGROUND INFORMATION:** The CSBA Delegate Assembly is the primary policy-making body of the California School Boards Association. It sets the general policy direction for the association that represents California's school districts and county offices of education. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements of the association. They also speak on issues and provide direct advocacy on behalf of the association. Delegates play an important communication and support role within their regions, and they also elect the association's officers and board of directors.

Elections are conducted annually to fill vacancies on the CSBA Delegate Assembly. Elections are conducted by region. Sierra Sands is a part of Subregion 12-B. Currently Sierra Sands board member Bill Farris serves on the Delegate Assembly.

**CURRENT CONSIDERATIONS:** There are two vacancies in Subregion 12-B of the CSBA Delegate Assembly for which there are three candidates. The candidates are incumbent Bill H. Farris from Sierra Sands Unified School District, incumbent Scott Starkey from Southern Kern Unified School District, and Pamela Jacobson from Standard School District. Brief biographical sketches from the candidates are included for review.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** The board may vote for up to two candidates. No more than one vote can be cast for any one candidate.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 17, 2014**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2014 DELEGATE ASSEMBLY BALLOT  
SUBREGION 12-B  
(Kern County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

*Delegates will serve two-year terms beginning April 1, 2014 – March 31, 2016*

*\*denotes incumbent*

☐

Bill H. Farris (Sierra Sands USD)\*

☐

Pamela Jacobsen (Standard SD)

☐

Scott Starkey (Southern Kern USD)\*

*Provision for Write-in Candidate Name*

*School District*

*Provision for Write-in Candidate Name*

*School District*

*Signature of Superintendent or Board Clerk*

*Title*

*School District/COE Name*

*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*

**Region 12 – Linda Pavletich, Director (Rio Bravo-Greeley Union ESD)**  
**13 Delegates (11 elected/2 appointed)**

**Below is a list of all the current Delegates from this Region.**

**Subregion A**

Donna S. Martin (Visalia USD), term expires 2014  
Cathy Mederos (Tulare Joint Union HSD), term expires 2015  
Richard Morris (Porterville USD), term expires 2014  
Dean Sutton (Exeter USD), term expires 2015

**Subregion B**

Linda Brenner (Panama-Buena Vista Union SD), term expires 2015  
William H. Farris (Sierra Sands USD), term expires 2014  
Martha Miller (Kern Union HSD), appointed term expires 2015  
Deanna Rodriguez-Root (Richland SD), term expires 2015  
Scott Starkey (Southern Kern USD), term expires 2014  
Jeff Stone (Norris SD), term expires 2015  
Lillian M. Tafoya (Bakersfield City ESD), term expires 2015  
Mike Williams (Kern Union HSD), appointed term expires 2014

**County Delegate**

Donald P. Cowan (Kern COE), term expires 2014

**Counties**

Tulare (Subregion A)  
Kern (Subregion B)

# 2014 Delegate Assembly Candidate Biographical Sketch Form



**DUE: Tuesday, January 7, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this **required one page** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: <u>Bill Farris</u>	CSBA Region: <u>12 B</u>
District or COE: <u>Sierra Sands Unified</u>	Years on board: <u>27</u>
Contact Number: <u>760 677 9102</u>	E-mail: <u>farrisplayers@yahoo.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5 yrs</u>	

**CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.** My top three priorities are to increase local control, achieve appropriate funding and improve the quality of local governance. These are important to the association because the association is strong and effective when its members are strong and effective. With the right resources, authority, and expertise local boards will be able to meet the needs of their students by considering their local needs, challenges and strengths.

**Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.** *I have served for many years on the Kern County School Boards association as an active member including president. I have been active in many aspects of my local community in club, organizations, and political groups working to improve education.*

**Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?**

I have a passion for public education and knowledge based on my experience that provides a basis for strong, energized leadership toward the goals of appropriate funding, local control, and effective boards.

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Bill Farris

Date: 12/10/13



## William H. Farris

309 E. Ridgecrest Blvd. • Ridgecrest, CA 93555  
Phone (760) 375-4800 • FAX (760) 375-4866 • farrisplayers@yahoo.com

### Personal Information

Born: Aug. 29, 1953

Married: May 5, 1974 to Chris A. Ahlwardt

Children:	William H. II	38	Donald S.	26
	Jeffery S.	37	Steven R.	25
	Christine M.	35	Sherry K.	23
	April L.	34	Teresa A.	21
	Amber D.	32	Kimberly S.	20
	Melanie D.	28	Katherine N.	16
	Kenneth D.	Deceased		

Grandchildren: 13

### Occupation: Businessman

Ashley Furniture Homestore Ridgecrest	General Manager/Partner	2006-Present
Farris' Diner - Farris' Italian Gardens restaurants	Owner	2003-Present
Farris Family Players	Founder/Producer	2003-Present
Sierra Media Inc. (News Review newspaper)	Secretary/Treasurer	1992-Present
Farris' at the Heritage restaurant	Owner	1988-2003
Farris' Italian Gardens restaurant	Owner	1985-1991
News Review Editorial Board	Advisor	1985-Present
Farris' Restaurant	Owner	1976-1985
Hamel's Furniture	Manager	1974-1976

### Educational Service

Sierra Sands Unified School District Board of Education	Trustee	1984-2006 2008-present
SSUSD	Board President	1989, 1992, 1998
California School Board Association Board of Directors	Regional Director	2002-2006
Kern County Committee on School District Organization	Representative	2002-present
CSBA Delegate Assembly	Delegate	1997-98, 2001-02, 2008-present
Kern County School Board Association Board of Directors	Director	1995-2000
KCSBA	President	1998-1999
KCSBA	Treasurer	1996, 1997

### Task Forces and Committees

- CSBA Professional Governance Standards Task Force
- CSBA Legislative Committee
- CSBA Policy Platform Committee
- CSBA Budget Committee
- CSBA Audit Committee
- Consultant on Boardsmanship, Borco Springs Unified Elementary School District
- Consultant on Boardsmanship, Rosedale Elementary School District
- Consultant on Boardsmanship, Taft Elementary School District
- Consultant on Boardsmanship, Lamont Elementary School District
- Cerro Coso Community College Special Services Community Advisory Committee
- CCCC Masterworker Project Board Member
- SSUSD Regional Occupational Program Community Advisory Committee

### Panels and Presentations

- KCSBA Budget Workshop (2002)
- KCSBA Boardsmanship Workshop (2000)
- Assemblyman Dean Florez School Safety Forum (1999)
- Presenter, League for Innovation in Education Conference (1997)
- Presenter, CSBA Annual Conference Mock Board Meeting (2006)
- KCSBA New board member workshop presenter (2010)

### Community Service

Ridgecrest Chamber of Commerce	Board of Directors	1983-1986, 2006-2010
Ridgecrest Chamber of Commerce	Treasurer	1984-1986
Community Light Opera & Theatre Association	Board Member	1985-1987
Community Light Opera & Theatre Association	President	1988
American Cancer Society Relay for Life	Entertainment Chair	
Ridgecrest Star Follies	Chair	1986-1988
Cerro Coso Community College Master Worker	Board Member	

# 2014 Delegate Assembly Candidate Biographical Sketch Form



**DUE: Tuesday, January 7, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this required one page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: <u>Pamela J Jacobsen</u>	CSBA Region: <u>12 B</u>
District or COE: <u>Standard School District</u>	Years on board: <u>3</u>
Contact Number: <u>661-205-9944</u>	E-mail: <u>pjacobse@standard.k12.ca.us</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate?	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

*School Safety - By far the most important priority in public schools. Meet the challenge to make our schools safe and collaborate with building community partnerships.*

*Community - Promote, educate and strengthen the community to create and equip our people with skills to overcome poverty.*

*Financial Security - Communicate and secure a high level of financial integrity of tax payers dollars.*

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

*I am on the CAP Committee at Standard, the Enrollment Advisory Committee at CSU, Bakersfield along with being a School Board Member. I have a strong passion for education and have become involved in advocating school safety and bridging the gap to higher education. I believe having a strong governance structure will build a community with values and morals.*

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

*Advocate and ensure a foundation of a strong public educational system and safe effective schools.*

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Pamela J Jacobsen

Date: January 5, 2014

# 2014 Delegate Assembly Candidate Biographical Sketch Form



**DUE: Tuesday, January 7, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this **required one page** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this **one page** candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: Scott Starkey

CSBA Region: Region 12B

District or COE: Southern Kern Unified School District

Years on board: 7

Contact Number: 661-406-1210

E-mail: sstarkey@skusd.k12.ca.us

Are you a continuing Delegate? ☒ Yes ☐ No If yes, how long have you served as a Delegate? 3 1/2 years

**CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.**

My top three educational priorities would be to ensure that the education of all students is achieved; I believe that it is the success of today's student that will ultimately help change our future for the better. Next, that educational funding is increased so that students in all districts have equal opportunities for success, and lastly ensure use of funding to be left at local levels, thus allowing local boards more control to utilize the funds they need to help in the success of their students and not a cookie cutter approach.

**Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.**

In my local district, my primary interest is in the education of our students. Currently, I am the proud father of 3 daughters and 1 son who attend the local elementary, middle and high schools within the district I serve. My wife is also a teacher for the local district as well. I feel that it is my duty as a parent, husband, teacher, and community member to be involved in the successful education of all students. Prior to board election, I served as Vice-Chair for one term and Chairperson for two terms of the local elementary School Site Council. For many years, I was also an active P.T.A. member and officer. I also worked as a Para-educator for 3 years at the middle school and then as a substitute teacher for our district. I have been involved with the Boy Scouts of America for 12 years serving as Cubmaster, Assistant Cubmaster, Den Leader for Webelos, Bears, Wolves, and Tigers, as well as, a Committee Member for our local Pack. I have also been an Assistant Scout Master and a Committee Member for our local Boy Scout Troop and acted as the liaison between the Troop and Wayside Community Chapel Church where I am an active member.

**Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?**

Currently, I serve my local district as a member of the board of trustees. During my term, I have also served 3 years as president, 1 year as vice-president and 1 year as clerk. For the last five years, I have served on both the Board Policy and Curriculum Sub-Committees for my district. I have also attended all the CSBA Annual Education Conferences, both in San Diego and in San Francisco to gain a better understanding of my role as a board member and receive the necessary training that is needed to be an effective leader for the community in which I serve. I also have completed the Masters of Governance Training. Because I am both a parent and a teacher, I feel that I bring a valuable perspective to the board regarding the current educational issues we are now facing in our state. It is my desire to help create effective schools where the education of every student is a priority. I believe that it is the success of today's student that will ultimately help change our future for the better. I would consider it both a privilege and honor to work even more closely with our state legislators and other district delegates.

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Scott Starkey

Date: 12/11/13

9. GENERAL ADMINISTRATION

9.5 Approval of Resolution #18 1314, Application for Eligibility to Participate in the State and Federal Surplus Program

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BACKGROUND INFORMATION: The Department of General Services, Office of Fleet and Asset Management maintains a procedure by which public and private agencies may obtain state and federal surplus property. This application requires board action in order to designate the personnel who may acquire surplus property and accept responsibility for payment of incidental fees, if any.

CURRENT CONSIDERATIONS: In order to participate in the State and Federal Surplus Property Program and receive surplus materials from the Naval Air Warfare Center and other state and federal agencies, this application must be certified and submitted.

FINANCIAL IMPLICATIONS: Positive benefits to the district are anticipated, but cannot be specified at this time.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve Resolution #18 1314, Application for Eligibility to Participate in the State and Federal Surplus Property Program, specifying the personnel who can act on behalf of the district.



Governor Edmund G. Brown Jr.

**ELIGIBILITY RENEWAL APPLICATION STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

A. Name of the Organization Sierra Sands Unified SD Telephone 760-499-1600  
 Address 113 W. Felspar City Ridgecrest Zip 93555  
 Fax Number 760-375-3338 E-mail Address superintendent@ssusd.org

Organization is a: **PUBLIC GOVERNMENTAL AGENCY**

- ☐ A. Conservation  
☐ B. Economic Development  
☒ C. Education - ADA 5033  
☐ D. Parks & Recreation  
☐ E. Public Health  
☐ F. Public Safety  
☐ G. Other, Explain \_\_\_\_\_

**PRIVATE AGENCY/ORGANIZATION**

- ☐ A. Homeless Program  
☐ B. Private Education - ADA  
☐ C. Private Health  
☐ D. Older Americans Act for Sr. Citizens  
☐ E. Other, Explain \_\_\_\_\_

Number of Service Sites \_\_\_\_\_

Total Number of Clients Served Each Day \_\_\_\_\_

**RESOLUTION**

B. "BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
<u>Joanna Rummer</u>	<u>Superintendent</u>	_____	<u>jrummer@ssusd.org</u>
<u>Shirley Kennedy</u>	<u>Asst Supt</u>	_____	<u>skennedy@ssusd.org</u>
<u>Christina Giraldo</u>	<u>Asst Supt</u>	_____	<u>cgiraldo@ssusd.org</u>
<u>Ernie Bell</u>	<u>Asst Supt</u>	_____	<u>ebell@ssusd.org</u>

\*Note: All signatures must be in original form. No copied or stamped signatures.

The above resolution was PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by the Governing Board of the:

Sierra Sands USD by the following vote: AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

I, Tom Pearl Clerk of the Governing Board known as Sierra Sands USD Board of Education

Do hereby certify that the foregoing is a full, true, and correct resolution adopted by the governing board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: \_\_\_\_\_

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY: \_\_\_\_\_

Printed Name and Title of Chief Administrative Officer

Signature of Chief Administrative Officer

Date

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE# \_\_\_\_\_

**FOR STATE SURPLUS AGENCY USE ONLY**

Renewal Application Approved \_\_\_\_\_ Renewal Application Disapproved \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF  
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL  
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,  
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,  
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED  
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975**

Sierra Sands Unified School District, (hereinafter called the "donee"),  
(Name of donee organization)

**HEREBY AGREES THAT** the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date \_\_\_\_\_ Sierra Sands Unified School District  
Donee Organization

BY \_\_\_\_\_  
(President/Chairman of the Board  
or comparable authorized official)

Sierra Sands Unified School District  
113 W. Felspar  
Ridgecrest, CA 93555  
Donee Mailing Address

**STATE OF CALIFORNIA  
NEW APPLICATION FOR ELIGIBILITY  
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at [www.factfinder.census.gov/](http://www.factfinder.census.gov/)). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

<b>American Indian or Alaskan Native</b> % <u>1.36</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
<b>Asian / Pacific Islander</b> % <u>5.73</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
<b>Black</b> % <u>5.39</u>	Persons having origins in any of the black racial groups of Africa.
<b>Hispanic</b> % <u>25.81</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
<b>White</b> % <u>60.31</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
<b>Other</b> % <u>1.4</u>	(Specify) _____

**Print Name** Joanna Rummer

**Title** Superintendent

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## 9. GENERAL ADMINISTRATION

### 9.6 Approval of School Safety Plans for 2013-14

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**BACKGROUND INFORMATION:** Every school in the district has a comprehensive school safety plan developed in accordance with Education Code requirements and that follows the guidelines set forth in the State Emergency Management System (SEMS) and the National Incident Management System (NIMS) as well as recommendations of *Safe Schools: A Planning Guide for Action* prepared jointly by the California Department of Education and the Office of the Attorney General.

**CURRENT CONSIDERATIONS:** In accordance with BP/AR 0450 and the Education Code, each school has reviewed and, as needed, revised and updated their school safety plans. Plans were reviewed by staff, school site councils, and site safety committees. The revisions were approved accordingly at the site level.

It should be noted that many of the schools incorporated a site safety plan template from the District Emergency Operations Plan. In addition, each plan also includes an individual Safe School Plan/Action Plan as well as the school's anti-bullying programs.

The school safety plans meet the requirements of Education Code and BP/AR 0450 and are being submitted to the Board of Education for approval. These are lengthy documents and, as such, are available for review in the Human Resources Office or individually at the school sites prior to the February 20, 2014 board meeting.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the 2013-14 School Safety Plans as presented.



## 10. CONSTRUCTION ADMINISTRATION

- 10.1 Notice of Completion – Sherman E. Burroughs High School Infrastructure Modernization Phase II (DSA Application Number 03-113502), awarded to Barnhart, Balfour-Beatty in the amount of \$5,058,947.00
- 

BACKGROUND INFORMATION: In summer 2009, the district contracted with Barnhart, Balfour-Beatty to complete the replacement of all underground utilities: sewage system, water system, gas system and installation of electrical and data conduit. New electrical supply was also included as Phase I. Phase I was completed in 2011. In Phase II the new electrical power provided in Phase I was brought to all of the buildings on the campus, providing new electrical conduit, wiring where needed, as well as new electrical panels where needed, and repairing to the existing wiring.

CURRENT CONSIDERATIONS: The final step in completion of the contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 6103, which declares the contract complete. The inspector of record, Mr. David Payte and the district architect, Westberg + White concur that the above cited projects meets all City of Ridgecrest and Kern County building codes, as well as the standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action; however, as completed, this project was provided at a total cost of \$5,058,947.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Sherman E. Burroughs High School Infrastructure Modernization Phase II project as presented.

RECORDING REQUESTED BY;

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT

ATTN: PURCHASING

113 W. FELSPAR AVE.

RIDGECREST CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: **SIERRA SANDS UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is: **113 Felspar Ave. , Ridgecrest, CA 93555**
4. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on: \_\_\_\_\_

The work done was:

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DSA Application #: \_\_\_\_\_

5. The name of the original contractor, if any, on such work of improvement was:  
\_\_\_\_\_
6. The property on which said work of improvemen was completed is in the City of Ridgecrest, County of Kern, State of California and is described as follows:  
\_\_\_\_\_

7. The street address of said property is:  
\_\_\_\_\_

Signed

\_\_\_\_\_  
Joanna Rummer, Superintendent  
Sierra Sands Unified School District

### VERIFICATION OF OWNERS

STATE OF CALIFORNIA

County of Kern

I, the undersigned say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at Ridgecrest, CA.

\_\_\_\_\_  
Joanna Rummer, Superintendent

## 10. CONSTRUCTION ADMINISTRATION

- 10.2 Notice of Completion – Sherman E. Burroughs High School Electrical Wiring of 3 (24'x40') Relocatable Classrooms and 1 (48'x40') Relocatable Classroom Building; (DSA Application Number A 03-109988), awarded to R.E.D. Electric, Inc. in the amount of \$203,956.18
- 

**BACKGROUND INFORMATION:** In the summer of 2009, the district contracted with Barnhart, Balfour-Beatty to complete the replacement of all underground utilities: sewage system, water system, gas system, and installation of electrical and data conduit. New electrical supply was also included as Phase I. Phase I was completed in 2011. In Phase II the new electrical power provided in Phase I was brought to all of the buildings on the campus, providing new electrical conduit, wiring where needed, as well as new electrical panels where needed, and repairing/updating the existing fire alarm.

**CURRENT CONSIDERATIONS:** The final step in completion of the contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 6103, which declares the contract complete. The inspector of record, Mr. David Payte and the district architect, Westberg + White concur that the above cited project meets all City of Ridgecrest and Kern County building codes, as well as the standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

**FINANCIAL IMPLICATIONS:** There is no cost to take this action; however, as completed, this project was provided at a total cost of \$203,956.18.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approves the Notice of Completion for the electrical wiring of the 3 (24'x40') relocatable classrooms and 1 (48'x40') relocatable classroom at Burroughs High School.

RECORDING REQUESTED BY;

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
ATTN: PURCHASING  
113 W. FELSPAR AVE.  
RIDGECREST CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: **SIERRA SANDS UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is: **113 Felspar Ave. , Ridgecrest, CA 93555**
4. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on: 02-20-2014

The work done was:

Electrical wiring for 3(24'x40') relocatable classroom buildings and 1(48'x40') relocatable  
classroom building (Rooms J1 thru J4),

DSA Application #: 03-109988

5. The name of the original contractor, if any, on such work of improvement was:  
R.E.D. Electric, Inc.
6. The property on which said work of improvemen was completed is in the City of Ridgecrest, County of Kern,  
State of California and is described as follows:  
Sherman E. Burroughs High School
7. The street address of said property is:  
500 E. French Street, Ridgecrest, CA 93555

Signed

Joanna Rummer, Superintendent  
Sierra Sands Unified School District

### VERIFICATION OF OWNERS

STATE OF CALIFORNIA

County of Kern

I, the undersigned say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at Ridgecrest, CA.

Joanna Rummer, Superintendent

## 10. CONSTRUCTION ADMINISTRATION

10.3 Request Permission to Contract for Services to Provide Electrical Service to New Cooling Equipment Being Provided by the Siemens Corporation at the Sherman E. Burroughs High School Parker Performing Arts Center

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BACKGROUND INFORMATION: As part of an agreement with the Siemens Corporation, a portion of the HVAC system at the Sherman E. Burroughs Parker Performing Arts Center is being updated. The location of the new equipment requires that additional electrical power be available to service the new equipment.

CURRENT CONSIDERATION: Work is ongoing to install the new cooling equipment being provided by the Siemens Corporation. As part of that effort, the accompanying electrical work should be accomplished at the same time. As part of the agreement between the district and the Siemens Corporation, the district has affirmed that the required electrical power will be available upon the completion of the installation of the new cooling equipment. In this regard, the district has begun the informal bid process and anticipates that a decision regarding the successful bidder can be made prior to the March board meeting. District staff believes that the district must move immediately to insure that the electrical power is available at the time it will be needed to power the new chiller, therefore, permission to proceed with this process, including awarding a contract to the successful bidder, is requested. Staff proposes to bring the contract for ratification by the board at the March board meeting.

FINANCIAL IMPLICATIONS: It is anticipated that the costs related to this project will not exceed \$80K. The use of Inyokern Schools Financing Authority funds was identified at a previous board meeting, and continues to be the appropriate fund source.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the action to obtain services for providing electrical power to the BHS PPAC in its entirety as requested.

## 11. BUSINESS ADMINISTRATION

### 11.1 Approval of Contracts for Telecommunication Services, Internet Services, Data Services, and Web Hosting, Supported by E-Rate

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**BACKGROUND INFORMATION:** The Schools and Libraries Universal Service Support Mechanism, known as E-Rate, provides discounts to assist schools and libraries in the United States in obtaining affordable Telecommunication Services and Internet Access. E-Rate provides discounts ranging from 20 to 90 percent depending on the level of poverty and urban/rural status. Currently, Sierra Sands receives an aggregate discount of 72 percent for all eligible services.

**CURRENT CONSIDERATIONS:** Telecommunications, Internet Services, Data Services, and Web Hosting services are all Priority One services in the E-Rate program. All Priority One service applications are required to be funded before Priority Two programs (internal connections and basic maintenance of internal connections), thereby making these projects eligible to receive E-Rate funds. In order to prepare for this possibility, the district filed a Form 470 E-Rate intent form, which also opened up the competitive bid process. All services listed for consideration were funded and used last year. This item is for approval to continue using these services for the upcoming year.

**Telecommunications:** It is recommended that the board approve the continuance of two multi-year contracts for local dial tone and PRI Service as well as enter into a new one year contract for long distance services with Verizon Business Network Services. The current contract for local dial tone services will end June 30, 2017; the current contract for PRI services will end June 30, 2015; and the current contract for long distance services will end June 30, 2014. This award only serves to identify the service provider for these services. The non-discounted portion of the project can only be estimated due to fluctuating usage. The annual estimates are: \$65,000.00 for local dial tone services, \$5,400.00 for long distance services, and \$26,000.00 for PRI services. This amount must be budgeted and approved before the submission of the Services Ordered and Certification Form 471.

**FINANCIAL IMPLICATIONS:** With a discount of 72 percent, the total annual estimated cost to the district would be \$18,200.00 for local dial tone, \$1,512.00 for long distance service and \$7,280.00 for PRI services. Technology support funds will be used to fund these services.

**For Internet Services:** It is recommended that a one year contract be awarded to California Broadband Cooperative in the amount of \$28,800.00. This award only serves to identify the service provider for the project. The non-discounted portion of the project must be budgeted and approved before the submission of the Services Ordered and Certification Form 471.

FINANCIAL IMPLICATIONS: With a discount of 72 percent, the total cost to the district would be \$8,064.00 for Internet Services. Technology support funds will be used to fund this service.

Data Services: It is recommended that a three year contract be awarded to California Broadband Cooperative in the amount of \$7,200.00 annually for data services to Rand Elementary School. This award only serves to identify the service provider for the project. The non-discounted portion of the project must be budgeted and approved before the submission of the Services Ordered and Certification Form 471.

FINANCIAL IMPLICATIONS: With a discount of 72 percent, the total cost to the district would be \$2,016.00 for Data Services to Rand Elementary School. Technology support funds will be used to fund this service.

Web Hosting Services: It is recommended that a one year contract be awarded to Blackboard Engage (Formerly known as Edline) in the amount of \$19,313.42. This award only serves to identify the service provider for the project. The non-discounted portion of the project must be budgeted and approved before the submission of the Services Ordered and Certification Form 471.

FINANCIAL IMPLICATIONS: With a discount of 72 percent, the total cost to the district would be \$5,407.76 for Web Hosting services. Technology support funds will be used to fund this service.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contracts supported by E-Rate as follows: Telecommunication services with Verizon Business Network Services in the estimated amount of \$26,992.00; Internet and Data Services with California Broadband Cooperative in the amount of \$10,080.00; and Web Hosting Services with Blackboard Engage in the amount of \$5,407.76.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

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CURRENT CONSIDERATIONS: “A” and “B” warrants released in January, 2014 are submitted for approval. “A” warrants totaled \$2,326,165.74. “B” warrants totaled \$1,615,765.56.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for January, 2014 as presented.



This list represents the "A" and "B" warrants released during the month of January **2014**  
The "A" and "B" warrant registers are available in the business office for your review.

**RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.**

### **"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,699,217.14
End of month classified	\$515,816.28
10th of month certificated	\$57,415.41
10th of month classified	\$53,716.91
<b>Total "A" Warrants</b>	<b>\$2,326,165.74</b>

### **"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
105	\$59,015.57
106	December
107	Food Service
108	December
109	December
110	\$2,183.43
111	\$63,602.69
112	December
113	Food Service
114	December
115	December
116	December
117	December
118	\$4,171.21
119	\$34,614.89
120	\$28,021.33
121	\$35,523.12
122	\$31,940.99
123	\$3,459.83
124	\$77,058.90
125	Food Service
126	\$100.00
127	\$170,965.74
128	\$123,312.58
129	February
130	\$57,920.67
131	Food Service
132	\$17,675.02
133	\$1,528.59
134	February

135	\$2,375.00
136	February
137	Food Service
138	February
139	\$902,296.00

<b>Total "B" Warrants</b>	<b>\$1,615,765.56</b>
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12. CONSENT CALENDAR

12.2 Approval of Recommendations for Expulsion, Expulsion Case #05 1314

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BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #05 1314: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester, suspending the fall semester allowing the student to reapply for admission under a behavior contract in August, 2014. During the period of expulsion, the student is to receive home instruction.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #05 1314 as presented.